

SHORT TITLE:

MIMS V. CIRCUIT CITY STORES, INC.

CASE NUMBER:

FOURTH

(number)

CAUSE OF ACTION—Breach of Warranty (Fitness)

Page 15

ATTACHMENT TO ☒ Complaint ☐ Cross-Complaint

BWF-1. Plaintiff (name): SATCHIDANANDA MIMS AKA SATCHI MIMS

alleges that on or about (date): JUNE 24, 2008

plaintiff required (quantity and description of goods):

One (TOS/M45S265) New Laptop Computer

for the particular purpose of (describe):

Surfing the internet, Typing or to key words using the keyboard, viewing various images such as videos on the internet, DVD's, and listening to music and all other normal use expected from a laptop computer

To select and furnish suitable goods for such purpose, plaintiff relied on the skill and judgment of defendant(s) (name):

CIRCUIT CITY STORES, INC. & Does 1-5

BWF-2. ☒ On or about (date): Septemember 07, 2005

defendant(s) sold to plaintiff (quantity and description of goods):

one (TOS/M45S265) Laptop Computer

and plaintiff bought such goods from defendant(s), in such reliance, for amount of (price paid): \$ 1730.00

☒ A true copy of the memorandum or contract of the sale is attached to this Cause of Action as Exhibit BWF-2.

BWF-3. At the time of the retail sale of such goods, defendant(s) had reason to know the particular purpose for which the goods were required because plaintiff expressly communicated such purposes to defendant(s). Defendant(s) further knew plaintiff was relying on the skill and judgment of defendant(s) to select and furnish suitable goods; thus there was an implied warranty that goods were fit for such purpose.

SHORT TITLE:

MIMS V. CIRCUIT CITY STORES, INC.

CASE NUMBER:

CAUSE OF ACTION—Breach of Warranty (Fitness)

Page 16

- BWF-4. Defendant(s) breached such warranty in that plaintiff did not receive suitable goods and such goods were not fit for the particular purpose for which they were required in that (describe failure):
- BWF-5. Plaintiff discovered such breach of warranty on or about (date): October 28, 2005
- a. ☒ On or about (date): October 28, 2005 and various times thereafter.  
plaintiff notified defendant(s) (name): CIRCUIT CITY STORES, INC.
- b. ☐ By letter, a true copy of which is attached to this Cause of Action as Exhibit BWM-7.
- c. ☒ Other (describe): In person, and by telephone on or about October 28, 2005, By telephone on the following dates: July 23, 2007, August 22, 2007, September 6, 2007, June 10, 2008. By letter on June 24, 2008 a true copy which is attached as Exhibit C.
- BWF-6. As a result of such breach of the warranty of fitness by defendant(s), plaintiff has been damaged in the amount \$ 2000.00.
- BWF-7. Plaintiff repeats and re-alleges the allegations set fourth in paragraphs BWM-1 through BWM-9 as if fully set fourth in this matter.

SHORT TITLE:

MIMS V. CIRCUIT CITY STORES, INC.

CASE NUMBER:

FIFTH

(number)

**CAUSE OF ACTION—Fraud**ATTACHMENT TO ☒ Complaint ☐ Cross-Complaint

(Use a separate cause of action form for each cause of action.)

FR- 1. Plaintiff (name): SATCHIDANANDA MIMS aka SATCHI MIMS

alleges that defendant (name): CIRCUIT CITY STORES, INC.

on or about (date): 07/07/2008 discovery defrauded plaintiff as follows:

FR-2. ☐ Intentional or Negligent Misrepresentationa. Defendant made representations of material fact ☐ as stated in Attachment FR-2.a ☐ as follows:b. These representations were in fact false. The truth was ☐ as stated in Attachment FR-2.b ☐ as follows:

c. When defendant made the representations,

☐ defendant knew they were false, or☐ defendant had no reasonable ground for believing the representations were true.

d. Defendant made the representations with the intent to defraud and induce plaintiff to act as described in item FR-5. At the time plaintiff acted, plaintiff did not know the representations were false and believe they were true. Plaintiff acted in justifiable reliance upon the truth of the representations.

FR-3. ☐ Concealmenta. Defendant concealed or suppressed material facts ☐ as stated in Attachment FR-3.a ☐ as follows:

b. Defendant concealed or suppressed material facts

☐ defendant was bound to disclose.☐ by telling plaintiff other facts to mislead plaintiff and prevent plaintiff from discovering the concealed or suppressed facts.

c. Defendant concealed or suppressed these facts with the intent to defraud and induce plaintiff to act as described in item FR-5. At the time plaintiff acted, plaintiff was unaware of the concealed or suppressed facts and would not have taken the action if plaintiff had known the facts.

Page 17

SHORT TITLE:  
MIMS V. CIRCUIT CITY STORES, INC.

CASE NUMBER:

FIFTH

(number)

## CAUSE OF ACTION—Fraud

FR-4. ☒ Promise Without Intent to Perform

- a. Defendant made a promise about a material matter without any intention of performing it ☐ as stated in Attachment FR-4.a ☒ as follows:

Defendant Circuit City Stores, Inc. stated in the Circuit City Advantage Plan and the Warranty materials attached as Exhibit A section 1 and made a part hereof, given to plaintiff at the time of purchase of the Toshiba laptop computer. If a computer defect exists that it would be repaired and if the defect couldn't be repaired the laptop would be replaced or a refund would be issued.

- b. Defendant's promise without any intention of performance was made with the intent to defraud and induce plaintiff to rely upon it and to act as described in item FR-5. At the time plaintiff acted, plaintiff was unaware of defendant's intention not to perform the promise. Plaintiff acted in justifiable reliance upon the promise.

FR-5. In justifiable reliance upon defendant's conduct, plaintiff was induced to act ☐ as stated in Attachment FR-5 ☒ as follows:

Plaintiff purchased the laptop and additional insurance (City Advantage Protection Plan) for the computer. Plaintiff reported all problems with the computer to defendant, followed the procedures outlined in the terms of their agreement, sent the computer to defendant over 10 times for repair of the laptop defects. Each time plaintiff sent the computer to defendant; defendant returned the laptop to plaintiff representing that the laptop defects were adequately repaired, when they were not adequately repaired. As a result, plaintiff has requested a new laptop several times and defendant has failed and refused to issue a replacement or refund as specified in their agreement.

FR-6. Because of plaintiff's reliance upon defendant's conduct, plaintiff has been damaged ☒ as stated in Attachment FR-6 ☐ as follows:

## FIR - 7. Other:

Plaintiff repeats and realleges the allegations set fourth in paragraphs BWF-1 through BWF-7 as if fully set fourth in this matter.

SHORT TITLE:

MIMS V. CIRCUIT CITY, INC.

CASE NUMBER:

ATTACHMENT (Number): FR-6

Page 19 of

(This Attachment may be used with any Judicial Council form.)

(Add pages as required)

As a proximate result of Circuit City, Inc.'s fraud and the facts herein alleged, Plaintiff was induced to buy the laptop and Circuit City advantage Plan, and rely on defendant's false promise, by reason of which plaintiff has been damaged in the sum of \$2000.00.

The aforementioned conduct of Defendant Circuit City, Inc. was deceit, with the intention on the part of the defendant of thereby depriving plaintiff of legal rights or otherwise causing injury, and was despicable conduct that subjected plaintiff to cruel and unjust hardship in conscious disregard of plaintiff's rights, so as to justify an award of exemplary and punitive damages.

(If the item that this Attachment concerns is made under penalty of perjury, all statements in this Attachment are made under penalty of perjury.)

Page 1 of 1

SHORT TITLE:

MIMS V. CIRCUIT CITY STORES, INC.

CASE NUMBER:

Exemplary Damages Attachment

Page 20

ATTACHMENT TO ☒ Complaint ☐ Cross-Complaint

EX-1. As additional damages against defendant (name):

CIRCUIT CITY STORES, INC., DOES 1 to 5

Plaintiff alleges defendant was guilty of

☒ malice

☒ fraud

☐ oppression

as defined in Civil Code section 3294, and plaintiff should recover, in addition to actual damages, damages to make an example of and to punish defendant.

EX-2. The facts supporting plaintiff's claim are as follows:

As described in Second Cause of Action-For Breach of Implied Covenant of Good Faith and Fair Dealing, defendant breached the contract by failing to repair defect in plaintiff's laptop over 13 times and refusing to honor their agreement and issue a replacement laptop or refund plaintiff's money.

As described in the Fifth Cause of Action-Fraud, defendant made promise to plaintiff in the form of a contract which stated that if plaintiff's laptop is defective and irreparable, the laptop would be replaced. Plaintiff has asked defendant for replacement various times and defendant has failed and refused to issue a replacement or refund.

EX-3. The amount of exemplary damages sought is

a. ☒ not shown, pursuant to Code of Civil Procedure section 425.10.

b. ☐ \$

# EXHIBIT

A

# EXHIBIT A SECTION 1

**city**advantage  
PROTECTION PLAN

protection

experience

peace of mind

back of envelope  
- 800-451-1234

# WELCOME

## to the Cityadvantage<sup>SM</sup> Protection Plan PC Resource Kit

Thank you for choosing the Cityadvantage<sup>SM</sup> Protection Plan. This PC Resource Kit is designed to help you get the most out of your Cityadvantage<sup>SM</sup> Protection Plan. It includes a variety of resources that will help you understand the benefits of the plan and how to use them. The kit also includes a variety of resources that will help you get the most out of your Cityadvantage<sup>SM</sup> Protection Plan. It includes a variety of resources that will help you understand the benefits of the plan and how to use them.

Thank you for choosing the Cityadvantage<sup>SM</sup> Protection Plan. This PC Resource Kit is designed to help you get the most out of your Cityadvantage<sup>SM</sup> Protection Plan. It includes a variety of resources that will help you understand the benefits of the plan and how to use them.

Thank you for choosing the Cityadvantage<sup>SM</sup> Protection Plan. This PC Resource Kit is designed to help you get the most out of your Cityadvantage<sup>SM</sup> Protection Plan. It includes a variety of resources that will help you understand the benefits of the plan and how to use them.

Thank you for choosing the Cityadvantage<sup>SM</sup> Protection Plan. This PC Resource Kit is designed to help you get the most out of your Cityadvantage<sup>SM</sup> Protection Plan. It includes a variety of resources that will help you understand the benefits of the plan and how to use them.

To unlock your Resource Kit Bonus Offers, see the  
"Quick Start" guide on the inside cover.



# Before You Call for Service

Before calling for service, please try the following steps to troubleshoot your problem. If you are unable to resolve the issue, please call for service. We will be happy to assist you.

- Check that your product is receiving sufficient power. Test wall outlets with another device and check battery-powered equipment for properly charged batteries.
- Turn your product off, wait 15 seconds and turn back on.
- Check that all your connections are secure and plugged in.
- Run "scan disk" or "defrag" programs on computers or external devices (printers, scanners, etc.) running slower than normal.
- If you have more than one computer, monitor or printer, *switching components can help isolate the problem.*
- Write down any error messages.
- Be at your computer when you call. To save time, have your receipt, brand, model and serial numbers at hand.
- Reserve an average of 20 minutes for a certified technician to walk you through the troubleshooting process.
- Describe your problem in as much detail as possible. Be sure to include information about any recently added hardware or software.
- The technician may ask if you are comfortable opening your computer. If you are, this can speed the diagnostic process.
- If a defect is found, your product will be repaired or replaced as indicated on the Hardware Service & Support page.

Click on your desktop icon or go to  
[cityadvantagekit.com](http://cityadvantagekit.com) for help and service.



city advantage

## Hardware Service & Support

### 24/7 TECH SUPPORT • REPAIR • REPLACEMENT

We offer 24/7 support for your computer hardware. With our City Advantage Protection Plan we have technicians standing by 24/7, ready to tackle any hardware problem that may arise.

#### 24/7 Tech Support for Hardware Problems

Just call (800) 555-4615 and we'll diagnose and troubleshoot your hardware problem over the phone. Many problems can be handled this way. If not, we've got product-specific solutions.

#### Power Surge Protection\*

We offer it from Day 1, most manufacturers don't offer it all.

Just call (800) 555-4615 for diagnosis and troubleshooting.

#### Desktop PCs

##### IN-HOME SERVICE\*

Just call (800) 555-4615 for diagnosis and troubleshooting.

If that doesn't work, a local service provider will contact you to schedule a repair visit.

#### Notebook PCs

##### REPAIR AND SHIPPING\*

Just call (800) 555-4615 for diagnosis and troubleshooting.

If that doesn't work, we'll send a postage-paid container for shipping the product to us.

##### BATTERY REPLACEMENT\*

If your notebook PC battery fails, we'll send a replacement.

Just call (800) 555-4615.

\*The City Advantage Protection Plan for Computer Products begins on the date of purchase with power surge protection and notebook PC battery coverage. All other benefits begin with the expiration of the manufacturer's warranty or one year, whichever comes first, and extend for the remaining life of the plan. The plan term is inclusive of the manufacturer's warranty and store return policy.

Click on your desktop icon for service information and terms and conditions or go to [cityadvantagekit.com](http://cityadvantagekit.com).



# **One (1) Year Limited Warranty**

## **Notebook Computers**

**Garantía limitada de un (1) año  
para computadoras portátiles**

For Notebook Computers  
Purchased within the Fifty (50) United States and  
District of Columbia; United States Territories;  
Puerto Rico; Latin America; and the Caribbean.



PMAS00064011

# **TOSHIBA**

# One (1) Year Limited Warranty

## TOSHIBA

One (1) Year Limited Warranty ("Limited Warranty Period")

For Notebook Computers

Purchased Within the Fifty (50) United States and District of Columbia, United States Territories, Puerto Rico, Latin America, and the Caribbean.

## General Terms

This Limited Warranty applies to Toshiba branded notebook computers ("Products") sold by Toshiba America Information Systems, Inc. ("Toshiba") or Toshiba's resellers to a customer within the fifty (50) United States and the District of Columbia, United States Territories, Puerto Rico, Latin America, and the Caribbean, for such customer's own use and not for resale ("Customer"). During the Limited Warranty Period, this Limited Warranty covers the Product for warranty service required within Customer's country of original purchase. The International Limited Warranty (as defined below) covers the Product when warranty service is required outside of Customer's country of original purchase.

During the Limited Warranty Period, Toshiba warrants that the Product (1) is free from defects in materials and workmanship and, (2) conforms to the factory specifications in effect at the time the Product was manufactured.

During the Limited Warranty Period, Toshiba will, in its sole discretion, restore the Product to working order in accordance with factory specifications in effect at the time the Product was manufactured or replace the defective Product with a product that is at least equivalent to the original Product. Toshiba reserves the right to use reconditioned parts that are equivalent or superior to original factory specifications. Replacement parts are warranted to be free from defects in materials and workmanship for thirty (30) days or for the remainder of the Limited Warranty Period of the Product in which they are installed, whichever is longer. Parts or products replaced under this Limited Warranty shall become the property of Toshiba.

Toshiba may service Customer-replaceable parts, by shipment of new or remanufactured replacement parts to Customer on an exchange basis. Upon receipt by the Customer of the replacement part, the original part becomes the property of Toshiba, and shall be returned by Customer to Toshiba at Toshiba's expense. Customer shall pay Toshiba the retail value of the replacement part if Toshiba does not receive the original part within ten (10) days after Customer's receipt of the replacement part.

If Customer authorizes Toshiba to perform any services excluded under this Limited Warranty, Customer shall pay standard repair fees for such work.

Customer may assign the Limited Warranty to a subsequent purchaser or assignee of the Product by providing written notice to Toshiba at the following address: 4 Jenner, Suite 150, Irvine, CA 92618-3819, within thirty (30) days after the assignment. Any other purported transfer or assignment of this Limited Warranty is void.

The terms and conditions of this Limited Warranty constitute the complete and exclusive warranty agreement between Customer and Toshiba for the Product and supersede any prior agreements or representations made in any Toshiba sales document or advice that may be provided to Customer by any Toshiba representative in connection with Customer's purchase of the Product. No change to the conditions of this Limited Warranty is valid unless it is made in writing and signed by an authorized representative of Toshiba.

## Disclaimer and Limitation of Remedy

ALL OTHER EXPRESS AND IMPLIED WARRANTIES FOR THIS PRODUCT, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND/OR NONINFRINGEMENT OF THIRD PARTY RIGHTS, ARE HEREBY DISCLAIMED. TOSHIBA EXPRESSLY DISCLAIMS ALL WARRANTIES NOT STATED IN THIS LIMITED WARRANTY. ANY IMPLIED WARRANTIES THAT MAY BE IMPOSED BY LAW ARE LIMITED IN DURATION TO THE TERM OF THIS EXPRESS LIMITED WARRANTY. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO CUSTOMER.

CUSTOMER MUST READ AND FOLLOW ALL SETUP AND USAGE INSTRUCTIONS IN THE APPLICABLE USER GUIDES AND/OR MANUALS ENCLOSED. IF CUSTOMER FAILS TO DO SO, THIS PRODUCT MAY NOT FUNCTION PROPERLY AND CUSTOMER MAY LOSE DATA OR SUFFER OTHER DAMAGE. TOSHIBA, ITS AFFILIATES AND SUPPLIERS DO NOT WARRANT THAT OPERATION OF THIS PRODUCT WILL BE UNINTERRUPTED OR ERROR FREE.

IF THIS PRODUCT FAILS TO WORK AS WARRANTED ABOVE, CUSTOMER'S SOLE AND EXCLUSIVE REMEDY SHALL BE REPAIR OR REPLACEMENT. IN NO EVENT WILL TOSHIBA, ITS AFFILIATES OR SUPPLIERS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY DAMAGES IN EXCESS OF THE PURCHASE PRICE OF THE PRODUCT. THIS LIMITATION APPLIES TO DAMAGES OF ANY KIND WHATSOEVER INCLUDING (1) DAMAGE TO, OR LOSS OR CORRUPTION OF, CUSTOMER'S RECORDS, PROGRAMS, DATA OR REMOVABLE STORAGE MEDIA, OR (2) ANY DIRECT OR INDIRECT DAMAGES, LOST PROFITS, LOST SAVINGS OR OTHER SPECIAL, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, WHETHER FOR BREACH OF WARRANTY, CONTRACT, TORT OR OTHERWISE, OR WHETHER ARISING OUT OF THE USE OF OR INABILITY TO USE SUCH PRODUCT AND/OR THE ENCLOSED USER GUIDES AND/OR MANUALS, EVEN IF TOSHIBA, OR AN AUTHORIZED TOSHIBA REPRESENTATIVE, ASP (AS DEFINED BELOW) OR RESELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR OF ANY CLAIM BY ANY OTHER PARTY.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR SOME PRODUCTS, SO THE EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO CUSTOMER. THIS LIMITED WARRANTY GIVES CUSTOMER SPECIFIC LEGAL RIGHTS, AND CUSTOMER MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM COUNTRY/STATE/JURISDICTION TO COUNTRY/STATE/JURISDICTION.

## Standard Limited Warranty

### Binding Arbitration

Customer and Toshiba acknowledge and agree that any claim, dispute, or controversy between Customer and Toshiba arising from or relating to (i) this Limited Warranty, including the validity of this binding arbitration provision, or (ii) the use of the Product ("Dispute"), shall be resolved EXCLUSIVELY AND FINALLY BY

**BINDING ARBITRATION ADMINISTERED BY THE NATIONAL ARBITRATION FORUM (NAF) UNDER NAF'S CODE OF PROCEDURE THEN IN EFFECT. CUSTOMER UNDERSTANDS THAT, IN THE ABSENCE OF THIS PROVISION,**

**CUSTOMER WOULD HAVE HAD A RIGHT TO LITIGATE DISPUTES THROUGH A COURT IN FRONT OF A JUDGE OR JURY, INCLUDING THE RIGHT TO LITIGATE CLAIMS ON A CLASS-WIDE OR CLASS ACTION BASIS, AND THAT CUSTOMER HAS EXPRESSLY AND KNOWINGLY WAIVED THOSE RIGHTS AND AGREED TO RESOLVE ANY DISPUTES THROUGH BINDING ARBITRATION IN ACCORDANCE WITH THE PROVISIONS OF THIS PARAGRAPH.** Should either party bring a

Dispute in a forum other than NAF, the arbitrator may award the other party its reasonable costs and expenses (including but not limited to attorneys' fees) incurred in enforcing compliance with this binding arbitration provision, including staying or dismissing such other proceeding. Information about the NAF is available online at [www.naf-forum.com](http://www.naf-forum.com), by phone at 800-474-2371 or by writing to P.O. Box 50191, Minneapolis, MN, 55405. For the purposes of this binding arbitration Paragraph, the term "Toshiba" means Toshiba America Information Systems, Inc., its parents, subsidiaries and affiliates, and each of their officers, directors, employees, agents, beneficiaries, assigns and suppliers; and the term "Customer" means Customer, or those in privity with

Customer, such as Customer's family members, beneficiaries and/or assigns. If NAF should cease operations, Customer and Toshiba shall agree on another arbitration forum. The arbitration shall be held at a reasonable, mutually agreed upon location by submission of documents, by telephone, online or in person as selected by Customer. The arbitration will be conducted before a single arbitrator, and will be limited solely to the Dispute between Customer and Toshiba. The arbitration, or any portion of it, will not be consolidated with any other arbitration and will not be conducted on a class-wide or class action basis. If Customer prevails in the arbitration of any Dispute with Toshiba, Toshiba will reimburse Customer for any fees Customer actually paid to NAF in connection with the arbitration. Any decision or award of the arbitrator rendered in such arbitration proceeding shall be final and binding on each of the parties, and may be entered as a judgment in any court of competent jurisdiction. This binding arbitration provision shall be governed by the United States Federal Arbitration Act, 9 U.S.C. Section 1, *et seq.*

## Protection of Stored Data

For Customer's important data, please make periodic back-up copies of all the data stored on the hard disk or other storage devices as a precaution against possible failures, alteration, or loss of the data. IF CUSTOMER'S DATA IS ALTERED OR LOST DUE TO ANY TROUBLE, FAILURE OR MALFUNCTION OF THE HARD DISK DRIVE OR OTHER STORAGE DEVICES AND THE DATA CANNOT BE RECOVERED, TOSHIBA SHALL NOT BE LIABLE FOR ANY DAMAGE OR LOSS OF DATA, OR ANY OTHER DAMAGE RESULTING THEREFROM. WHEN COPYING OR TRANSFERRING CUSTOMER'S DATA, PLEASE BE SURE TO CONFIRM WHETHER THE DATA HAS BEEN SUCCESSFULLY COPIED OR TRANSFERRED. TOSHIBA DISCLAIMS ANY LIABILITY FOR THE

FAILURE TO COPY OR TRANSFER THE DATA CORRECTLY.

BEFORE RETURNING ANY PRODUCT FOR SERVICE, BE SURE TO BACK UP DATA AND REMOVE ANY CONFIDENTIAL, PROPRIETARY, OR PERSONAL INFORMATION. TOSHIBA IS NOT RESPONSIBLE FOR (1) DAMAGE TO OR LOSS OF ANY PROGRAMS, DATA, OR REMOVABLE STORAGE MEDIA, OR (2) THE RESTORATION OR REINSTALLATION OF ANY PROGRAMS OR DATA OTHER THAN SOFTWARE INSTALLED BY TOSHIBA WHEN THE PRODUCT WAS MANUFACTURED.

## Critical Applications

This Product is not designed for any "critical applications." "Critical applications" means life support systems, medical applications, connections to implanted medical devices, commercial transportation, nuclear facilities or systems or any other applications where product failure could lead to injury to persons or loss of life or catastrophic property damage. ACCORDINGLY, TOSHIBA DISCLAIMS ANY AND ALL LIABILITY ARISING OUT OF THE USE OF THE PRODUCT IN ANY CRITICAL APPLICATIONS. IF CUSTOMER USES THE PRODUCT IN A CRITICAL APPLICATION, CUSTOMER, AND NOT TOSHIBA, ASSUMES FULL RESPONSIBILITY FOR SUCH USE. FURTHER, TOSHIBA RESERVES THE RIGHT TO REFUSE TO SERVICE ANY PRODUCT USED IN A CRITICAL APPLICATION, AND DISCLAIMS ANY AND ALL LIABILITY ARISING OUT OF TOSHIBA'S SERVICE OR REFUSAL TO SERVICE SUCH PRODUCT.

## Limited Warranty Period and Warranty Requirements

The Limited Warranty Period for Customer's Product begins on the date of purchase from Toshiba or an authorized Toshiba reseller ("Purchase Date").

The Limited Warranty period for the rechargeable battery that is included with the Product is one (1) year from the Purchase Date.

Product registration is strongly recommended, and allows Toshiba to send Customer periodic updates, announcements, and special offers applicable to the Product. Product registration is best completed during the initial start-up of the Product, or can be completed online at [www.register.toshiba.com](http://www.register.toshiba.com). Customer's failure to complete Product Registration will not diminish Customer's rights under this Limited Warranty.

Customer's dated sales or delivery receipt, showing the date of purchase of the Product, is Customer's proof of the Purchase Date. Customer may be required to provide proof of purchase as a condition of receiving warranty service.

## What is Not Covered by This Limited Warranty?

- ❖ Service made necessary by accident, misuse, abuse, neglect, improper installation, or improper maintenance
- ❖ Replacement of missing parts, the provision of retrofits, or preventive maintenance
- ❖ Installation or removal of accessory retrofits, peripheral equipment or computer systems of which the Product may be a part

- ❖ Replacement or fixes of software
- ❖ Repair or replacement of covers, plastics, or appearance parts such as interior or exterior finishes or trim
- ❖ Repair of damage that is cosmetic only or does not affect Product functionality, such as wear and tear, scratches and dents, and scratched, faded or discolored keycaps
- ❖ Service made necessary by any external cause, including fire, theft, acts of God, alteration, problems arising from software or hardware not supplied by Toshiba, power failures, surges or shortages, lightning, or repairs by persons other than those authorized by Toshiba to service the Product
- ❖ Service on Product purchased outside the fifty (50) United States and the District of Columbia; United States Territories; Puerto Rico; Latin America, and the Caribbean
- ❖ Service on Toshiba-branded accessory items purchased with the Product
- ❖ Service on third party products or service made necessary by use of incompatible third party products
- ❖ Service of Product on which the TOSHIBA label or logo, rating label or serial number have been defaced or removed
- ❖ On-site service and repair of the Product
- ❖ Damage caused by use of the Product outside the usage or storage parameters set forth in the Product User's Guide
- ❖ Modifications to the Product not approved in writing by Toshiba

# 10

One (1) Year Limited Warranty

## Toshiba Accessories

Toshiba accessory items purchased with the Product are covered by their own respective limited warranties.

## Toshiba Software Included with Product

Toshiba's sole obligations with respect to software distributed with the Product under the Toshiba brand name are set forth in the applicable end-user license agreement. Unless otherwise stated in writing, non-Toshiba software is provided on an "as is" basis by Toshiba. However, non-Toshiba manufacturers, suppliers or publishers may offer their own warranties.

## Warranty Extensions and Upgrades

Toshiba offers a full line of optional service programs to complement its limited warranty. For more information, visit our web site at [www.warranty.toshiba.com](http://www.warranty.toshiba.com) or call 1-800-TOSHIBA (U.S. only). If outside of the U.S., please contact your local reseller.

## Obtaining Service for Product Purchased in the Fifty (50) United States and District of Columbia

In the fifty (50) United States and District of Columbia, Customer is entitled to either Carry-In Service through Toshiba's network of Authorized Service Providers or Repair-Return Service through Toshiba's Notebook Depot during the Limited Warranty Period.

# 11

One (1) Year Limited Warranty

## Carry-In Service

Toshiba's network of Authorized Service Providers provides warranty repair service on Toshiba Products. A list of Authorized Service Providers is available on the Toshiba Web site at [www.pcsupport.toshiba.com](http://www.pcsupport.toshiba.com) or by calling the Toshiba Global Support Centre at 1-800-457-7777. If Customer chooses to ship Product to an Authorized Service Provider, Customer must pay any shipping charges, insurance, taxes or duties associated with transportation of the Product to the Authorized Service Provider.

## Notebook Depot Service

Instructions for scheduling Notebook Depot Service are on the Toshiba Web site at [www.pcsupport.toshiba.com](http://www.pcsupport.toshiba.com) (select the Depot Repair option) or by calling the Toshiba Global Support Centre at 1-800-457-7777. Toshiba will issue a Return Material Authorization Number and provide Customer with instructions for shipment of the Product to Toshiba. Customer is responsible for proper packing of the Product and for shipment to Toshiba. Customer must pay shipping charges, insurance, taxes or duties associated with shipment of the Product to the Notebook Depot. Upon receipt of the Product, Toshiba will make reasonable efforts to repair the Product and will ship the repaired Product to the Customer.

If Toshiba determines that the Product failure is not covered under this Limited Warranty, Toshiba will notify Customer and provide service alternatives that are available to Customer on a fee basis.

**BEFORE RETURNING ANY PRODUCT FOR SERVICE, BE SURE TO REMOVE ANY ACCESSORIES, INCLUDING, BUT NOT LIMITED TO, POWER CORDS, CD'S, DISKETTES, PC CARDS, OR DOCKING STATION. TOSHIBA SHALL NOT BE RESPONSIBLE AND FULLY DISCLAIMS ANY AND ALL LIABILITY FOR ANY ACCESSORIES SHIPPED WITH THE PRODUCT.**

# 12 One (1) Year Limited Warranty

## Obtaining Service for Products Purchased in United States Territories, Puerto Rico, Latin America, and the Caribbean

In the country of original purchase, Customer is entitled to Carry-In Service through Toshiba's network of Authorized Service Providers during the Limited Warranty Period.

### Carry-In Service

Toshiba's network of Authorized Service Providers provides warranty repair service on Toshiba Products. A list of Authorized Service Providers is available on the Toshiba Web site at [www.pcsupport.toshiba.com](http://www.pcsupport.toshiba.com) or by calling the Toshiba Global Support Centre at 1-949-859-4273. If Customer chooses to ship Customer's Product to an Authorized Service Provider, Customer must pay any shipping charges, insurance, taxes or duties associated with the transportation of the Product, unless local law provides otherwise.

## International Limited Warranty - Obtaining Service Outside the Country of Original Purchase

During the Limited Warranty Period, the International Limited Warranty covers the Product when warranty service is required outside the country of original purchase. A list of ASRs is available on the Toshiba Web site at [www.pcsupport.toshiba.com](http://www.pcsupport.toshiba.com) or by calling the Toshiba Global Support Centre at 1-800-457-7777 if Customer is in the United States or 1-949-859-4273 if outside the United States.

# One (1) Year Limited Warranty 13

All the terms and conditions of the Limited Warranty shall apply to this International Limited Warranty. However, warranty service availability and response times may vary from country to country and Customer may be subject to additional charges and registration requirements in the country of service. Products may also be subject to United States and international export control regulations.

Under the International Limited Warranty,

- 1 Customer will pay all of the following charges, if any, incurred by Toshiba to repair Customer's Product:
  - ❖ Telephone/facsimile/telex communication charges;
  - ❖ Import duties/taxes/tariffs/licensing fees for importing of any spare parts; and,
  - ❖ Transport/delivery/insurance costs incurred in returning the parts to a Toshiba authorized reseller or service provider and the cost of returning the Product to Customer or the location that Customer specifies.
- 2 If replacement of the keyboard is required, only English language keyboards, or keyboards in the native language of the country where service is provided, if available, will be provided under the terms of this International Limited Warranty.
- 3 Service may be excluded on certain country-specific component parts or devices, including but not limited to the following: batteries, power cords, floppy disk drive attachment case, computer casing, modems, and PC cards.

# 14 One (1) Year Limited Warranty

## Contacting Toshiba

### Online Support

Technical support is available electronically on Toshiba's Web site at [www.pcsupport.toshiba.com](http://www.pcsupport.toshiba.com). At this Web site, Customer will find answers for many commonly asked technical questions plus many downloadable software drivers, BIOS updates and other downloads.

Additionally, Customer can obtain a listing of Authorized Service Providers or receive the current status of Customer's Toshiba Notebook Depot repair (if applicable).

### Ask IRIS Online™

Toshiba makes it even easier for customers to obtain technical support with immediate solutions from Ask IRIS Online™. Type in Customer's technical support question and IRIS (Instant Response Information Service) provides answers from an extensive technical database.

### Technical and Customer Support

Toshiba Global Support Centre at 1-800-457-7777  
(1-949-859-4273 outside the United States)

An expert staff provides technical assistance 24 hours a day, 7 days a week.

© 2001 - 2004 Toshiba America Information Systems, Inc. Ask IRIS Online is a trademark of Toshiba America Information Systems, Inc. and/or Toshiba Corporation.

All rights reserved.

## One (1) Year Limited Warranty

### TOSHIBA

Toshiba America Information Systems, Inc.

Digital Products Division

P.O. Box 19724, Irvine, California 92623-9724

1-800-TOSHIBA • [www.toshibadigital.com](http://www.toshibadigital.com)

**EXHIBIT**  
**A**  
**SECTION 2**

Sale Date: 09/07/2005  
Type of Service: CARRY IN  
Offer Expires: 09/07/2007

Policy Begins 09/08/2007 if purchased.


AVAILABLE COVERAGE	PAYMENT OPTIONS (INCLUDES TAX, IF ANY)	TOTAL ENCLOSED
2 Years	\$ 242.99 or \$ 48.59 down & 3 payments of \$ 64.80	\$ 48.59


**B1046648334**  
**Satchi Mims**  
**PO Box 19304**  
**Oakland, CA 94619-0304**


**OFFER EXPIRES: 09/07/2007**

☒ **BILL MY CREDIT CARD** for the full amount due or the amount I have indicated above. (If I have chosen the partial pay option, charge the remaining payments, on their due dates, to my credit card.)

☐ Circuit City Charge ☐ Visa/MC ☒ AmEx ☐ Discover


CREDIT CARD # 

EXP. DATE 

Signature (Required for credit card payment, including Circuit City) 

☐ **PAYMENT ENCLOSED.** (Please make payable to Circuit City.)

☐ **CHECK BOX** on left to indicate address or phone number change. Please update information on reverse side of this form.

☒ **E-MAIL ADDRESS:** 

**B1046648334**  
Type of Service: CARRY IN

Sale Date: 09/07/2005  
Plan Price: \$ 242.99\*

Offer expires 09/07/2007. Please allow sufficient time for mail delivery.  
Policy Begins 09/08/2007 if purchased.

Please detach top portion  
and mail payment in  
enclosed envelope.

PRODUCT DESCRIPTION	BRAND	MODEL
NOTEBOOK COMPUTERS	TOS	M45S265

### \*\*\*PROTECTION FOR YOUR COMPUTER EQUIPMENT\*\*\*

Your Circuit City Advantage™ Protection Plan on the product(s) listed above will expire 09/07/2007, so act now to renew this valuable protection quickly and easily.

Simply choose the options above that you prefer and send your request to us in the envelope provided. Or call 1-800-395-4377, Monday through Friday from 9:00 am to 10:00 pm, EST. Our customer service representatives are ready to assist you.

We appreciate your continued business.

#### Keep your gear working like new.

Your Circuit City Advantage™ Protection Plan provides these benefits:

- hassle-free repair or replacement
- expert tech support available 24/7
- convenient in-home service for desktop PCs
- repair & shipping for notebook PCs, digital cameras & PDAs
- power surge protection
- service available nationwide
- no estimates, no deductibles, no records to keep

\* The Circuit City Advantage™ Protection Plan is fully and easily refundable within 30 days of purchase.

S19007 09061013-C3W2



**advantage**  
PROTECTION PLAN



IT'S EASY TO  
PAY BY PHONE  
9:00am to 10:00pm (ET) Mon-Fri

**1-800-395-4377**

Habla Español? Para ayuda en español llame al 1-800-395-4377.

COT3A073

Preguntas en español, llame 1-800-395-4377



advantage  
PROTECTION PLAN

Product/Coverage Information

Contract No:	85 6512453
Brand/Model:	TOS/M45S265
Sale Date:	September 07, 2005
Prod. Descript:	COMPUTER EQUIPMENT
Sales Assoc:	Mail Order
Period Covered:	09-08-2007 - 09-08-2009
Service Type:	Carry In
Length of Plan:	2 yrs
Price of Plan:	\$242.99 (includes tax if any)

Account History

Date	Amount	Description
11-23-2007	\$ 64.80	AMX payment
10-23-2007	\$ 64.80	AMX payment
09-24-2007	\$ 64.80	AMX payment
08-24-2007	\$ 48.59	AMX payment PAID IN FULL

Satchi Mims  
PO Box 19304  
Oakland, CA 94619-0304



# CERTIFICATE

## for COMPUTER PRODUCTS

- For service call 1-800-555-4616 Monday – Friday, 9:00 am to 9:00 pm, and Saturday 9:00 am to 8:00 pm Eastern Time.
- Congratulations! This is your Circuit City Advantage™ Protection Plan Certificate, and it will be valid until 09-08-2009.
- This certificate is your proof of coverage. Please keep it with your other important papers.
- If you have any questions regarding your Circuit City Advantage™ Protection Plan, please call 1-800-395-4377 Monday-Friday, 9:00 am to 10:00 pm, Eastern Time.

C20402-0000086

Product Description  
NOTEBOOK COMPUTER

Brand/Model  
TOS/M45S265

Detach



Satchi Mims	
Contract No:	85 6512453
Brand/Model:	TOS/M45S265
Sale Date:	September 07, 2005
Product Description:	COMPUTER EQUIPMENT
Period Covered:	09-08-2007 - 09-08-2009
Service Type:	Carry In
Length of Plan:	2 yrs
Price of Plan:	\$242.99

**PAID IN FULL**

**Thank you!**

**Circuit City Advantage Protection Plan<sup>®</sup>**  
**This Contract is not an insurance contract.**

**The Special State Disclosures in section 18 supersede any provision herein to the contrary.**

**1. Parties.** The obligor ("Obligor") under this service contract is Federal Warranty Service Corporation, P.O. Box 105689, Atlanta, GA 30348 in all states except in CA, where Sureway, Inc., P.O. Box 105689, Atlanta, GA 30348 is the Obligor, in FL where **UNITED SERVICE PROTECTION, INC.** is the Obligor and in MA, where General Electric Company is the Obligor. "We", "Us", and "Our" mean the Obligor under the service contract. "You" and "Your" mean the purchaser of the product(s) covered under the service contract and any authorized transferee/assignee of the purchaser. "Product(s)" means the product covered under this service contract as listed on Your sales receipt. The administrator ("Administrator") is Federal Warranty Service Corporation, P.O. Box 105689, Atlanta, GA 30348, 1-800-555-4615 except that for Home and Car Electronics the Administrator is Circuit City Stores, Inc. 9950 Mayland Drive, Richmond, Virginia 23233, 1-828-333-2333.

**2. Contract.** These terms and conditions ("Terms and Conditions"), together with the sales receipt or other evidence of purchase of the service contract ("Sales Receipt") shall constitute the entire service contract ("Contract"). Your Sales Receipt describes the Product, the type of plan purchased, the purchase price of the Contract ("Contract Price"), and when the Contract starts and how long it lasts. The Contract provides coverage only for the Product listed on Your Sales Receipt.

**3. Coverage and How You Get Service.** Subject to these Terms and Conditions, the Contract provides for the repair or replacement of the Product resulting from failures that occur during normal use and operation in accordance with the manufacturer's written specifications, including normal wear and tear. Coverage is available for products purchased in the 48 contiguous states, Hawaii and Puerto Rico. **Products placed in service outside of the 48 contiguous states, Hawaii and Puerto Rico may be covered if carried or mailed into an authorized location at your expense and liability.** The following plans are available:

**A. Circuit City Advantage Protection Plan<sup>®</sup> for Computer Products:**

- **For service call 1-800-555-4615**
- You may check the status of Your claim at any time by going to [www.circuitcity.com/advantageprotectionplan](http://www.circuitcity.com/advantageprotectionplan) and typing in Your claim incident number. If You do not have Internet access, please call the Administrator.
- Your Contract covers damage resulting from power surge, and if the Product requires a jump to generate a

CCA 090751-907